

REMARKS

In the Final Office Action dated July 18, 2003, claims 2, 4-15, 17-18, 20, and 22-23 are pending. Claims 4-9, 12-15, and 22-23 are allowed.

Claims 2, 10-11, 17-18, and 20 are independent claims, which stand rejected under 35 U.S.C. 102(b) as being anticipated by Byon (USPN 5,847,472). The Final Office Action does not provide any response to the Applicants arguments provided in the response to the first Office Action. The Final Office Action also does not provide any new arguments or reasons for rejection over that provided in the first Office Action. As such, the Applicants submit that claims 2, 10-11, 17-18, and 20 are novel, nonobvious, and in a condition for allowance, which Applicants further substantiates below.

In regards to claims 2 and 17, the first Office Action states, which is reiterated in the Final Office Action, that Byon discloses a memory device that stores at least one of: a start time, a duration, and an end time and refers to col. 6, line 67. Claims 2 and 17 include the limitations of a controller storing a deployment end time in a memory device. In col. 6, line 67 and in col. 7, line 1, Byon stores a transmission time of an air bag control signal and an expansion time of an airbag, as stated in the response to the first Office Action. In other words, Byon discloses the time as to which an air bag is enabled and the time as to which the air bag is actually expanded or deployed. The storage of an air bag enablement time and an air bag deployment time is not the same as the storage of a deployment end time. A deployment end time refers to when a deployment event has ended. The storage of a deployment end time is not disclosed in the stated lines or anywhere else in Byon. Thus, claims 2 and 17 are novel, nonobvious, and are in a condition for allowance.

In regards to claim 10, the first Office Action states, which is reiterated in the Final Office Action, that it is inherent to use any kind of memory in order to save the data/information. Claim 10 includes the limitation of the information that is stored in the memory device being uneraseable, unresettable, and unoverwritable. It may be inherent to use a memory to save information, but it is

not inherent to use a memory that is uneraseable, unresettable, and unoverwritable. In fact Byon teaches away from the memory claimed by claim 10 of the present application. Byon teaches a memory that is preferably erasable, as stated in col. 5, lines 49-53, and in col. 6, lines 32-36, this is unlike the limitation of claim 10. By using the memory of Byon one is unable to determine, upon deletion, whether a device has been involved in a collision, whether the device should be serviced or replaced, as well as other information, such as deployment times and fault times of the device. Thus, claim 10 is novel, nonobvious, and is in a condition for allowance.

In regards to claim 11, the first Office Action states, which is reiterated in the Final Office Action, that Byon discloses a controller storing the operating time and refers to Figure 1. Figure 1 shows a control circuit, a clock generating device, and a memory section. The clock generating device generates a clock signal. The memory section is preferably erasable and is used for the storage of the air bag transmission or enablement time and the expansion or deployment time. Nowhere in Figure 1 or anywhere else in Byon is the operating time of an RCM, of a controller, or of a control circuit disclosed or stored. Thus, claim 11 is novel, nonobvious, and in a condition for allowance.

In regards to claim 18, the first Office Action states, which is reiterated in the Final Office Action, that Byon discloses the determination as to whether a vehicle has been involved in a collision and refers to col. 2, lines 55-60. Claim 18 includes the limitations of indicating whether the RCM has been on a vehicle that has been involved in a collision and that the indication is uneraseable, unresettable, and unoverwritable, which is not disclosed by Byon. Although Byon discloses a control circuit that stores the above stated air bag times in a memory section, which one may then be able to infer that the control circuit has been involved in a collision. The memory section is not uneraseable, unresettable, and unoverwritable. Nowhere in col. 2, lines 55-60 or anywhere else in Byon is it stated that any indication, operation, or status of the control

circuit is uneraseable, unresettable, and unoverwritable. Thus, claim 18 is novel, nonobvious, and in a condition for allowance.

In regards to claim 20, the first Office Action states, which is reiterated in the Final Office Action, that Byon discloses indicating cause of a fault time and refers to col. 6, lines 64-67. Claim 20 includes the limitation of indicating when a deployment time corresponds with a fault time, which is different from indicating cause of a fault time. In col. 6, lines 64-67, Byon discloses the storage of the transmission time of a control signal and the expansion time of an airbag. Byon does not disclose the storage of an indication as to when a deployment time corresponds with a fault time, let alone an indication thereof. Byon does disclose the generation of a data signal that shows a system error upon the determination that an air bag has not normally operated. Again, this is not the same as an indication when a deployment time corresponds with a fault time. Thus, claim 20 is also novel, nonobvious, and in a condition for allowance.

Applicants therefore submit that each and every limitation of claims 2, 10-11, 17-18, and 20 are not taught or suggested by Byon and are therefore novel, nonobvious, and are allowable.

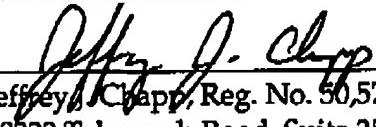
In light of the amendments and remarks, Applicants submit that all objections and rejections are now overcome. The Applicants have added no new matter to the application by these amendments. The Applicants, respectfully, submit the application is now in condition for allowance and expeditious notice thereof is earnestly solicited. Should the Examiner have any questions or comments, he is respectfully requested to call the undersigned attorney.

Respectfully submitted,

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